



Los Angeles County **REGISTRAR-RECORDER/COUNTY CLERK**

DEAN C. LOGAN
Registrar-Recorder/County Clerk

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 30, 2011

#16 AUGUST 30, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL TO ENTER INTO A MEMORANDUM OF UNDERSTANDING
WITH THE INTERNAL REVENUE SERVICE FOR ONLINE ACCESS TO THE REGISTRAR-
RECORDER/COUNTY CLERK REAL PROPERTY INDEX
(ALL DISTRICTS - 3 Votes)**

SUBJECT

Authorize the Registrar-Recorder/County Clerk to execute a Memorandum of Understanding ("Agreement") with the Internal Revenue Service ("IRS") to provide IRS with online access to the Real Property Index ("RPI"), maintained on the County's behalf by the Department of the Registrar-Recorder/County Clerk ("RR/CC").

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Registrar-Recorder/County Clerk or designee to execute an Agreement with IRS to provide IRS with online access to the County's Real Property Index.
2. Authorize the Registrar-Recorder/County Clerk, or designee, to prepare and execute amendments to the Agreement, as necessary, provided that County Counsel approval is obtained prior to executing any such amendment.
3. Authorize the Registrar-Recorder/County Clerk, or designee, to terminate the Agreement pursuant to the termination provisions contained in the Agreement, provided that County Counsel approval is obtained prior to terminating the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will provide IRS with online access to RR/CC's application to view and print RPI for the purpose of conducting official government business. The agency will obtain online access to the index through the RR/CC's "Your Online Document Access" (YODA) system. Authorized IRS employees will have the ability to access the RR/CC index from their work computer. The IRS will use the system to research real property transactions to determine if any fraudulent claims of gift transfer exemption have been made to avoid paying the Documentary Transfer Tax (DTT). Such fraudulent acts deprive the County of DTT revenue and the IRS of Federal Gift Tax revenue. Online access to the Real Property Index will enhance the efficient use of both IRS and RR/CC staff time by reducing research time, and improving timely completion of official government business.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. 1: Operational Effectiveness: Strategy 2: Service Excellence and Organizational Effectiveness: Supports responsive County operations and improves County partnerships with external agencies.

FISCAL IMPACT/FINANCING

There is no cost to the IRS for the online access to RPI. It is unlikely that County will incur any costs for maintaining or modifying the agency's online access. However, the Agreement includes a provision that if County will incur any cost associated with providing IRS with online access to real property index, the cost will be negotiated with IRS prior to imposing any additional fees. There is no negative impact to Net County Cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 11, 2009, your Board approved a model Memorandum of Understanding to provide non-County governmental agencies on-line access to RPI for official government business (Attachment I). This model was provided to the IRS, who in turn, proposed changes necessary to satisfy the strict guidelines of the Federal government. In particular, the IRS is unable to accept the County's indemnification provision. Also, any issues or conflicts of law arising from this Agreement may be governed by Federal law. Additionally, any County claims against the IRS are only actionable through the Federal Tort Claims Act. Since the Agreement substantially changes the model approved by your Board on August 11, 2009, Board approval is requested.

The Agreement will commence upon execution by the Parties, and run consecutively for two (2) years unless sooner terminated, with five (5) one-year extension options, for an aggregate term of seven (7) years.

County Counsel has reviewed this Board letter and approved as to form the attached Agreement with IRS (Attachment II). CIO has reviewed the Agreement between the IRS and County and determined there is no technology issue. No CIO analysis was provided because the changes do not materially affect the MOU from a technology perspective.

CONTRACTING PROCESS

This Agreement is a government to government agreement. There was no contracting process associated with this Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

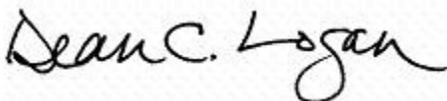
Approval of the recommended action will provide IRS with online access to RR/CC's RPI to obtain required information to verify real property ownership and transfers of real property for gift purposes.

CONCLUSION

Upon approval of the recommendation, it is requested that the Executive Officer/Clerk of the Board return one original stamped copy of the adopted Board letter to:

County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650
Attention: Ngozi Ume, Manager
Finance and Management Division

Respectfully submitted,



DEAN C. LOGAN

Registrar-Recorder/County Clerk

DCL:DM:NU:hwk

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Chief Information Officer

Attachment I



COUNTY OF LOS ANGELES
REGISTRAR-RECORDER/COUNTY CLERK
12400 Imperial Highway – P.O. Box 1024, Norwalk, California 90651-1024 – www.lavote.net

DEAN C. LOGAN
Registrar-Recorder/County Clerk

August 11, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17 AUGUST 11, 2009


SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST APPROVAL OF A MEMORANDUM OF UNDERSTANDING
TO PROVIDE ONLINE ACCESS TO REGISTRAR-RECORDER/COUNTY CLERK
REAL PROPERTY INDEX AND/OR VITAL RECORDS INDEX
TO VARIOUS NON-COUNTY GOVERNMENTAL AGENCIES
(ALL DISTRICTS - 3 Votes)**

**CIO RECOMMENDATION: (X) APPROVE () APPROVE WITH MODIFICATION
() DISAPPROVE**

SUBJECT

Approve the model Memorandum of Understanding (“Agreement”) to provide online access to the Registrar-Recorder/County Clerk (“RR/CC”) Real Property Index (“RPI”) and/or the Vital Records Index (“VRI”), collectively the “indexes”. The agreements will be between the County and various non-County government agencies to provide online access to RPI and/or VRI for official government business.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Registrar-Recorder/County Clerk, or designee to execute agreements substantially similar to the attached model Agreement (Attachment I) with various city, state, or federal government agencies, including, but not limited to, the entities listed in Attachment II, as needed, to provide these agencies with online access to the RR/CC RPI and/or VRI application, provided the agreements are reviewed and approved individually by County Counsel and Chief Information Office prior to execution. The services provided under the Agreement will facilitate information retrieval, expedite research and investigation, improve public service delivery, and improve staff efficiency for County and non-County government

agencies. The base term of the Agreement would commence upon execution by the parties and run consecutively for two (2) years with five (5) one-year mutual renewal options. The aggregate term of each Agreement will not exceed seven (7) years. There is no cost to the County to provide these agencies with online access to the indexes.

2. Authorize the Registrar-Recorder/County Clerk, or designee to prepare and execute amendments to the Agreements, as necessary, provided that County Counsel approval is obtained prior to executing any such amendment.
3. Authorize the Registrar-Recorder/County Clerk, or designee to terminate any Agreement pursuant to the termination provisions contained in the Agreement if needed, provided that: (i) County Counsel approval is obtained prior to terminating the Agreement; and (ii) your Board and CEO are notified in writing within fifteen (15) days of terminating an Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The recommended action will provide non-County government agencies with online access to RR/CC's application to view RPI and/or VRI for the purpose of conducting official government business. The services to be provided pursuant to the Agreement are technology-based that allow users to easily search RPI and/or VRI. The agencies would obtain online access to the indexes through the RR/CC's "Your Online Document Access" (YODA) system. Authorized agency employees will have the ability to access the RR/CC indexes from their work computer. Online access to RPI and/or VRI will greatly enhance the efficient use of staff time and public service delivery by decreasing research time, improve efficient utilization of resources, and timely completion of official government business, as well as reduce paper consumption. It will also assist in the investigation of possible criminal activities in real estate fraud.

Implementation of Strategic Plan Goals:

This request supports the County Strategic Plan as follows:

Goal No. 1: Operational Effectiveness: Enhance the quality and productivity of the County workforce. Providing non-County government agencies with online access to the RPI and/or VRI will eliminate staff time and cost to provide the required information in hardcopy format, including paper copies or other media form.

Goal No. 3: Community and Municipal Services: Ensure that service delivery systems are efficient, effective and goal-oriented. Approval of the recommended action will expedite the retrieval of information and assist non-County government agencies in providing services to the public. The Agreement delineates the responsibilities of the

parties and strengthens collaboration by providing better service at no additional cost to the residents of Los Angeles County.

FISCAL IMPACT/FINANCING:

There is no cost associated with providing non-County government agencies with online access to RPI and/or VRI. Additionally, there is no cost for maintaining or modifying the agencies' online access. County will not incur any costs, however, the Agreement includes a provision that if County incurs any cost associated with providing any non-County government agency with online access to RPI and/or VRI, the cost will be fully reimbursed by the non-County government agency. There will be no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On January 13, 2009, on a motion from the Second District, the Board directed the RR/CC to expedite a Memorandum of Understanding with the County District Attorney and Sheriff to provide these departments with online access to the RR/CC real property index to facilitate research and investigative efforts when dealing with real estate fraud and foreclosure scam artists. Due to the current economic conditions, your Board requested the RR/CC work closely with various law enforcement agencies in providing access to real property documents, which will expedite document retrieval, shorten investigation time, and utilize law enforcement resources efficiently when investigating allegations of criminal activities and real estate fraud.

The RR/CC's YODA system will allow authorized non-County government agencies to view the real property index and/or vital records index for the sole purpose of conducting official government business. The RR/CC worked with the Chief Information Office and the Chief Information Security Officer to ensure security measures were addressed. The RR/CC set up the ability to track login and logout activity, as well as enforce password changes every 90 days. All parties are required to comply with established security and technical requirements necessary to maintain a secure system.

The Agreement will commence upon execution by the parties, and run consecutively for two (2) years unless sooner terminated, with five (5) one-year extension options, for an aggregate term of seven (7) years.

The Chief Executive Office and Chief Information Office have reviewed and approved this Board letter. County Counsel has reviewed this Board letter and approved as to form the attached Agreement.

CONTRACTING PROCESS:

There was no contracting process associated with the recommended action. The model Agreement will be used to establish various government to government agreements.

IMPACT ON CURRENT SERVICES:

Approval of the recommended action will provide non-County government agencies with online access to RR/CC's RPI and VRI to facilitate a fast, efficient, and effective method of providing government agencies with required information to better serve the public.

CONCLUSION

Upon approval of the recommendation, it is requested that the Executive Officer/Clerk of the Board return one original stamped copy of the adopted Board letter to:

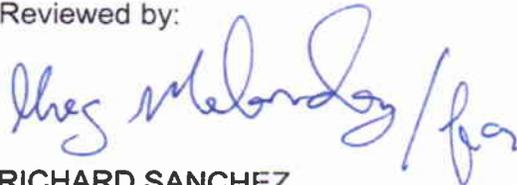
County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 7201
Norwalk, CA 90650
Attention: Ngozi Ume, Manager
Finance and Management Division

Respectfully submitted,



DEAN C. LOGAN
Registrar-Recorder/County Clerk

Reviewed by:



RICHARD SANCHEZ
Acting Chief Information Officer

DCL:RS:NU:yt

Attachment (2)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

CIO ANALYSIS

**REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING TO PROVIDE
ON-LINE ACCESS TO REGISTRAR-RECORDER/COUNTY CLERK REAL PROPERTY
INDEX AND/OR VITAL RECORDS INDEX
TO VARIOUS NON-COUNTY GOVERNMENTAL AGENCIES**

CIO RECOMMENDATION: **APPROVE** **APPROVE WITH MODIFICATION**
 DISAPPROVE

Contract Type:

New Contract **Contract Amendment** **Contract Extension**
 Sole Source Contract **Hardware Acquisition** **Other**

New/Revised Contract Term: **Base Term: 2 Yrs.** **# of Option Yrs: 5**

Contract Components:

Software **Hardware** **Telecommunications**
 Professional Services

Project Executive Sponsor: Dean C. Logan, Registrar-Recorder/County Clerk

Budget Information :

Y-T-D Contract Expenditures	\$0
Requested Contract Amount	\$0
Aggregate Contract Amount	\$0

Project Background:

Yes	No	Question
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project legislatively mandated?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Is this project subvented? If yes, what percentage is offset?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project/application applicable to (shared use or interfaced) other departments? If yes, name the other department(s) involved. This MOU may serve as a model for other departments.

Strategic Alignment:

Yes	No	Question
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project in alignment with the County of Los Angeles Strategic Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is this project consistent with the currently approved Department Business Automation Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project's technology solution comply with County of Los Angeles IT Directions document?

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does the project technology solution comply with preferred County of Los Angeles IT standards?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	This contract and/or project and its milestone deliverables must be entered into the Information Technology Tracking System (ITTS).

Project/Contract Description:

The Registrar-Recorder/County Clerk (RR/CC) is requesting Board approval to:

- Execute agreements substantially similar to the Memo Of Understanding (MOU) described above with various city, state, or federal government agencies, as needed, to provide these agencies on-line access to the RR/CC Real Property Index (RPI) and Vital Records Index (VRI) application, provided these agreements are reviewed and approved individually by County Counsel and the Chief Information Office (CIO) prior to execution.
- Prepare and execute amendments to the Agreements, as necessary, provided that County Counsel approval is obtained prior to executing such amendment.
- Terminate any Agreement pursuant to the termination provisions contained in the Agreement, if needed, provided that County Counsel approval is obtained prior to terminating the Agreement, and your Board and the Chief Executive Office (CEO) are notified in writing within 15 days of terminating the Agreement.

Background:

On January 13, 2009, the Board directed the RR/CC to expedite a MOU with the County District Attorney and Sheriff to provide these departments with on-line access to the RR/CC real property index to facilitate research and investigative efforts when dealing with real estate fraud and foreclosure scams. The recommended MOU expands on this concept by allowing authorized non-County government agencies to view the real property index and/or vital records index for the sole purpose of conducting official government business.

Project Justification/Benefits:

By providing non-County government agencies on-line access to the real property and vital records indexes, the RR/CC will enhance staff time efficiency and improve service delivery to the public by decreasing research time and streamlining government business. The Department also expects to reduce paper consumption because there will be a decrease in the creation of hardcopy documents.

Project Metrics:

Although many of the benefits related to this MOU will be to the user agencies, we have requested that the Department track the number of agencies accessing the indexes as well as the number of hits from the respective agencies.

Impact On Service Delivery Or Department Operations, If Proposal Is Not Approved:

Approval of this MOU will provide an efficient method for non-County government agencies to gather necessary information to conduct government business. If this proposal is not approved, the Department will continue responding to information requests with hardcopy documents.

Alternatives Considered:

None.

Project Risks:

Anytime outside agencies are granted access to on-line County data, security must be addressed.

Risk Mitigation Measures:

The Department vetted this solution with the Chief Information Security Officer to ensure security measures were addressed. Also, the Department established a process to track log-in and log-out activity, and enforce password changes every 90 days. Additionally, all parties are required to comply with established security and technical requirements to maintain a secure system.

Financial Analysis:

There is no net County cost. However, the Agreement includes a provision that if the County incurs any costs associated with providing any non-County government agency with on-line access to RPI and/or VRI; the cost will be fully reimbursed by the non-County government agency.

CIO Concerns:

None.

CIO Recommendations:

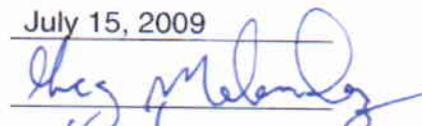
Based on our review of the Board Letter and discussions with the Department, the CIO recommends approval of this proposal.

CIO APPROVAL

Date Received: June 26, 2009

Prepared by: Henry Balta

Date: July 15, 2009

Approved: 

Date: 7/16/2009

ATTACHMENT I

(MOU)

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND
NON-COUNTY
FOR
ONLINE ACCESS TO REAL PROPERTY INDEX AND
VITAL RECORDS INDEX

Prepared by:

Department of the
Registrar-Recorder/County Clerk
Finance and Management Division/Contracts Section
12400 Imperial Highway, Room 5203
Norwalk, CA 90650

(Month/Year)

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EXHIBITS

- 1 USER REGISTRATION FOR ACCESS TO THE REGISTRAR-RECORDER/COUNTY CLERK DATA CENTER
- 2 **AGENCY REGISTERED USER INFORMATION**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND
AGENCY
FOR
ONLINE ACCESS TO
REAL PROPERTY INDEX AND VITAL RECORDS INDEX**

This Memorandum of Understanding ("Agreement") is made and entered into effect as of _____ by and between the County of Los Angeles, a political subdivision of the State of California ("County"), by and through its Department of the Registrar-Recorder/County Clerk ("RR/CC"), and the (Agency) ("(AGENCY ABBREVIATION)"). County, RR/CC and (AGENCY ABBREVIATION) are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, certain (AGENCY ABBREVIATION) are responsible for providing various services ("Services") to residents living within the boundaries of (AGENCY ABBREVIATION);

WHEREAS, the Services requiring use of the Real Property Index ("RPI") and Vital Records Index ("VRI") by the (AGENCY ABBREVIATION) include, but are not limited to:

(Add what the Agency Dept will use RP for to justify in bullet points)

WHEREAS, access by the (AGENCY ABBREVIATION) to RR/CC "Your Online Document Access" ("YODA") System will provide (AGENCY ABBREVIATION) with the ability to view RP and VRI for official (AGENCY ABBREVIATION) business;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide (AGENCY ABBREVIATION) with online access to view the RPI and VRI for the sole purpose of conducting official (AGENCY ABBREVIATION) business.

II. SCOPE

Pursuant to this Agreement, RR/CC will provide (AGENCY ABBREVIATION) with online access to RR/CC's YODA System to view RPI and VRI which will allow (AGENCY ABBREVIATION) to view indexes of real property and vital records for the sole purpose of conducting official departmental business. (AGENCY

ABBREVIATION) shall not provide RPI and VRI information available on YODA to anyone within (AGENCY ABBREVIATION) for any purpose other than for official (AGENCY ABBREVIATION) business. (AGENCY ABBREVIATION) shall not provide RPI and VRI information available on YODA to any person, agency, or business, including any other (AGENCY ABBREVIATION) department, section or unit without the express written consent of RR/CC.

III. RR/CC RESPONSIBILITIES

1. Upon the completed review and approval of (AGENCY ABBREVIATION)'s written request to RR/CC for online access to YODA, RR/CC Public Records Division Manager shall provide (AGENCY ABBREVIATION) with the User Registration for Access to the Registrar-Recorder/County Clerk Data Center form, connection information, and user accounts to allow authorized (AGENCY ABBREVIATION) employees access the YODA System to view RPI and VRI for the sole purpose of conducting official (Agency Abbreviation) business.

IV. (AGENCY ABBREVIATION) RESPONSIBILITIES

1. (AGENCY ABBREVIATION) shall cause each (AGENCY ABBREVIATION) employee assigned to access YODA to complete and sign a User Registration for Access to the Registrar-Recorder/County Clerk Data Center form. A sample copy of the user registration form is attached hereto for informational purposes as Exhibit 1. Upon execution of the Agreement, the RR/CC Public Records Division Manager shall provide (AGENCY ABBREVIATION) with the user registration form to be completed and signed for each (AGENCY ABBREVIATION) employee assigned to access YODA and herein incorporated as part of this Agreement. The user registration form shall also be used by (AGENCY ABBREVIATION) for any changes or deletions to (AGENCY ABBREVIATION) employee access. (AGENCY ABBREVIATION) shall submit a user registration form to RR/CC prior to any employee access changes or no later than five (5) business days after any deletions. User registration forms, once signed by the authorizing (AGENCY ABBREVIATION) manager, shall be addressed to RR/CC's contact as set forth in Section V, (General Terms) of this Agreement.
2. (AGENCY ABBREVIATION) shall maintain the confidentiality of all information obtained from RPI and VRI in accordance with all applicable Federal, State and local laws, rules and regulations.
3. (AGENCY ABBREVIATION) shall restrict its use of RPI and VRI to official (AGENCY ABBREVIATION) business. Any unauthorized use of RPI and VRI by (AGENCY ABBREVIATION)'s employee, will be cause for immediate termination of this Agreement.

4. (AGENCY ABBREVIATION) shall establish appropriate procedures, which RR/CC can request at any time to ensure that all information is safeguarded from improper disclosure in accordance with all applicable Federal, State, and local laws, rules and regulations and shall inform all of its officers, employees, and agents having access to RPI and VRI of the confidentiality provisions of this Agreement.
5. RR/CC retains the right to audit (AGENCY ABBREVIATION) compliance with the terms and conditions of this Agreement. In the event that an audit is conducted by RR/CC or any State or Federal auditor in connection to this Agreement, (AGENCY ABBREVIATION) shall be solely liable for its respective audit findings and sanctions, if any.
6. (AGENCY ABBREVIATION) shall not copy or modify any computer software associated with the services provided under this Agreement.
7. (AGENCY ABBREVIATION) shall complete Exhibit 2 (Registered User Information) and submit with signed Agreement.

V. GENERAL TERMS AND CONDITIONS

1. This Agreement shall take effect upon the execution hereof by the Parties, and shall expire two (2) years thereafter (hereinafter, the "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. Upon expiration of the Initial Term, and upon mutual agreement by the Parties, the (AGENCY ABBREVIATION) and County may renew this Agreement for five (5) additional one-year terms (each such additional term, hereinafter an "Extended Term") one (1) year at a time through a written amendment to this Agreement.
2. Either Party may terminate this Agreement by giving thirty (30) days prior written notice thereof to the other Party.
3. This Agreement may be modified or amended only upon the mutual written consent of the Parties.
4. The Registered (AGENCY ABBREVIATION) department shall be subject to the terms and conditions of this Agreement.
5. Online access to YODA under this Agreement is solely to allow (AGENCY ABBREVIATION) to view RPI and VRI for the sole purpose of conducting official (Agency Abbreviation) business.
6. Each Party will appoint a person to serve as the official contact and coordinate the activities of the respective Party in carrying out this Agreement. Unless otherwise provided under this Agreement, all notices, submissions or deliveries

to be made to RR/CC and (AGENCY ABBREVIATION) under this Agreement shall be directed as indicated below.

The RR/CC contact for this Agreement is:

**Kathy Treggs, Manager
Public Records Division
County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 5001A
Norwalk, CA 90650
Telephone Number: (562) 462-2081
Fax Number: (562) 868-5139
E-mail Address: KTreggs@rrcc.lacounty.gov**

And

The (AGENCY ABBREVIATION) contact for this Agreement is:

(Name, Title)
Address

Telephone Number:
Fax Number:
E-mail Address:

VI. INDEMNIFICATION

(AGENCY ABBREVIATION) shall indemnify, defend and hold harmless the RRCC, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the (AGENCY ABBREVIATION)'s acts and/or omissions arising from and/or relating to this Agreement.

VII. FISCAL PROVISIONS

1. RR/CC shall provide (AGENCY ABBREVIATION) with online access to YODA at no cost. However, in the event that any unforeseen additional cost or fees are incurred by RR/CC in connection with the (AGENCY ABBREVIATION)'s online access to the RP Index, including but not limited to, any licensing fees or costs which may be imposed by software manufacturers, RR/CC shall notify (AGENCY ABBREVIATION) in advance of imposing said fees/costs and a negotiated Amendment shall be executed between both parties in accordance with Section V (General Terms and Conditions), Paragraph 3 of the Agreement.

2. This Agreement is not intended to encumber any funds for any costs to maintain the online access to YODA.

VIII. SOFTWARE OWNERSHIP AND LICENSING

1. Subject to the terms and conditions herein and any use restrictions set forth in this Agreement, RR/CC grants (AGENCY ABBREVIATION) a non-exclusive, non-transferable license to use RR/CC's YODA to view RPI and VRI for official departmental business purposes only. The license shall commence on the effective date of this Agreement and shall continue in effect until termination of this Agreement.
2. In addition, RR/CC reserves the right to grant (AGENCY ABBREVIATION) additional non-exclusive, non-transferable license(s) to use YODA or any applicable system replacing YODA.

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**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND
NON COUNTY)
FOR
ONLINE ACCESS TO
REAL PROPERTY INDEX AND
VITAL RECORDS INDEX**

IN WITNESS WHEREOF, and executed as the date first above written above, the Parties to this Agreement do hereby agree and consent to all terms and conditions provided herein.

(NAME OF AGENCY)

(Name and Title)

COUNTY OF LOS ANGELES

DEAN C. LOGAN
Registrar-Recorder/ County Clerk

APPROVED AS TO FORM:
ROBERT E. KALUNIAN
Acting County Counsel

By _____
Name of County Counsel
Deputy County Counsel



USER REGISTRATION FOR ACCESS TO THE REGISTRAR-RECORDER/COUNTY CLERK DATA CENTER AGENCIES

1) Date: _____ 2) Check One: Add ID Delete ID: Change Access

3) Logon ID (change and delete only): _____

USER INFORMATION:

4) Full Name: _____ 5) Work Phone #: () _____

6) Agency Name: _____ 7) Supervisor: _____

8) Work Address: _____

9) Employee Status (Check and complete one):

County Employee# _____ Non-Employee

10) Purpose for access: _____

CHECK REQUIRED FUNCTIONS:

RECORDER SYSTEMS

VITAL RECORDS

Vital Records Inquiry

RECORDABLE DOCUMENTS

Recordable Documents Inquiry

SIGNATURE APPROVAL:

13) EMPLOYEE SIGNATURE _____

14) PHONE _____ DATE _____

15) AUTHORIZING MANAGER SIGNATURE _____

16) PHONE _____ DATE _____

Forms will not be accepted if incomplete.

RR/CC OPERATION SERVICES USE ONLY:

MANAGER, RECORDER & COMPUTING SERVICES INITIALS _____

MAJOR GROUP CODE: GR ACCOUNT #: A1130082370 BIN #: B12
RJE ACCESS NEEDED: N LOCAL SECURITY GROUP _____ TSO CODE: RV

ACF2 _____ TSO _____ NAT _____ GRPS _____ APPL _____ RV _____ BY: _____ DATE: _____

**Return Original Forms to:
Manager, Public Records Division, 5th Floor, Room 5001A**

**ACKNOWLEDGEMENT OF
DATA SECURITY RESPONSIBILITIES
REQUIRED FOR ACCESS TO ANY SYSTEM**

It is the policy of Los Angeles County that all persons accessing County Computer Systems, whether they be permanent, temporary, part-time, contract employees, or non-county users, are personally responsible for the protection of all County information and information processing resources that they have access to.

I hereby acknowledge that I will be held accountable for my actions in ensuring the privacy, integrity and availability of County data. I understand that my responsibilities include, but are not limited to, the following specific activities.

- I will use County data and computing resources for County management approved purpose only.
- I will protect my password and other systems access keys entrusted to me to do my job.
- I will not share my password, even if asked to do so.
- I will protect computer workstations from unauthorized use.
- I will log off before leaving the workstation.
- I will not copy any licensed or copyright software or associated documentation, even if asked to do so.
- I will bring security exposure, misuse or non-compliance situations to management's attention immediately.

I recognize that my failure to fulfill these responsibilities could result in someone abusing County resources or data while using my ID, and that the County may hold me responsible for such abuse.

EMPLOYEE NAME (PRINT)

EMPLOYEE SIGNATURE

EMPLOYEE NUMBER (IF COUNTY EMPLOYED)

DATE

**VITAL RECORDS ACCESS – SECURITY ACKNOWLEDGEMENT
REQUIRED FOR ACCESS TO VITAL RECORDS SYSTEM**

I hereby acknowledge that I will be held accountable for my actions when using the RR/CC resources. I understand that I am bound by the following:

- Any analyses, interpretations, or conclusions reached regarding the birth or death record indices are those of my own and not the State Department of Health Services.
- Any technical description of the birth and death record indices will be consistent with those provided by the State Department of Health Services.
- I will NOT allow public access to the birth or death indices.
- I will NOT sell, assign, or otherwise transfer the birth or death record indices.
- I will NOT use the birth or death record indices for fraudulent purposes.
- I will NOT post the birth and death record indices or any portion thereof on the Internet.
- I will NOT leave my session unattended.

Violation of these rules will result in denied access to the indices and may result in possible misdemeanor charges punishable by imprisonment in the county jail for a period not to exceed one year, or a fine of one thousand dollars (\$1000) or by both the imprisonment and the fine, for each violation.

I have read and fully understand the above acknowledgement. I recognize that my willful or negligent failure to fulfill these responsibilities could result in the abuse of Registrar-Recorder/County Clerk information resources and data, and that the Registrar-Recorder/County Clerk and the County may hold me responsible for such abuse.

I certify (or declare) under penalty of perjury that the foregoing is true and correct:

EMPLOYEE SIGNATURE

PLACE (CITY) SIGNED

Authorizing Manager Signature

MANAGER NAME (PRINT)

MANAGER SIGNATURE

PHONE

DATE

ATTACHMENT II

(LIST)

**NON-COUNTY AGENCIES
REQUESTING ONLINE ACCESS TO RR/CC
REAL PROPERTY INDEX AND/OR VITAL RECORDS INDEX**

Non-County Agencies	Service
LACERA	Vital Records Index
Superior Court – Juror Services	Vital Records Index
Long Beach Police Dept – Real Estate Fraud Unit	Real Property and Vital Records Index
City of LaVern Police Department	Real Property Index
Department of Transportation	Real Property Index
Employment Development Dept	Real Property Index
Federal Bureau of Investigation	Real Property Index
Internal Revenue Services	Real Property Index
Social Security	Vital Records Index

Attachment II

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND
INTERNAL REVENUE SERVICE
SMALL BUSINESS/SELF-EMPLOYED DIVISION
FOR
ONLINE ACCESS TO REAL PROPERTY INDEX

Prepared by:

Department of the
Registrar-Recorder/County Clerk
Finance and Management Division/Contracts Section
12400 Imperial Highway, Room 5203
Norwalk, CA 90650

July 2011

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EXHIBITS

- 1 USER REGISTRATION FOR ACCESS TO THE REGISTRAR-RECORDER/COUNTY CLERK DATA CENTER

- 2 INTERNAL REVENUE SERVICE REGISTERED USER INFORMATION

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND
INTERNAL REVENUE SERVICE
SMALL BUSINESS/SELF-EMPLOYED DIVISION
FOR
ONLINE ACCESS TO REAL PROPERTY INDEX**

This Memorandum of Understanding ("Agreement") is made and entered into effect as of _____ by and between the County of Los Angeles, a political subdivision of the State of California ("County"), by and through its Department of the Registrar-Recorder/County Clerk ("RR/CC"), and the INTERNAL REVENUE SERVICE SMALL BUSINESS/SELF-EMPLOYED DIVISION ("IRS"). County, RR/CC and IRS are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS the Commissioner of Internal Revenue is responsible for the administration and enforcement of the Internal Revenue Code;

WHEREAS, the administration and enforcement of the Internal Revenue Code requiring use of the Real Property Index ("RPI") by the IRS include, but are not limited to:

Verification of real property ownership;

WHEREAS, access by the IRS to RR/CC "Your Online Document Access" ("YODA") System will provide IRS with the ability to view and print RPI for official IRS business;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to provide IRS with online access to view and print the RPI for the sole purpose of conducting official IRS business.

II. SCOPE

Pursuant to this Agreement, RR/CC will provide IRS with online access to RR/CC's YODA System to view and print RPI which will allow IRS to view and print indexes of real property for the sole purpose of conducting official departmental business. IRS shall not provide RPI information available on YODA to anyone within IRS for any purpose other than for official IRS business. IRS shall not provide RPI information available on YODA to any person, agency, or business, including any

other IRS department, section or unit without the express written consent of RR/CC.

III. RR/CC RESPONSIBILITIES

1. Upon the completed review and approval of IRS's written request to RR/CC for online access to YODA, RR/CC Public Records Division Manager shall provide IRS with the User Registration for Access to the Registrar-Recorder/County Clerk Data Center form, connection information, and user accounts to allow authorized IRS employees access the YODA System to view and print RPI for the sole purpose of conducting official IRS business.

IV. IRS RESPONSIBILITIES

1. IRS shall cause no more than five (5) IRS employees assigned access to YODA. Each assigned employee shall complete and sign a User Registration for Access to the Registrar-Recorder/County Clerk Data Center form. A sample copy of the user registration form is attached hereto for informational purposes as Exhibit 1. Upon execution of the Agreement, the RR/CC Public Records Division Manager shall provide IRS with the user registration form to be completed and signed for each IRS employee assigned to access YODA and herein incorporated as part of this Agreement. The user registration form shall also be used by IRS for any changes or deletions to IRS employee access. IRS shall submit a user registration form to RR/CC prior to any employee access changes or no later than five (5) business days after any deletions. User registration forms, once signed by the authorizing IRS manager, shall be addressed to RR/CC's contact as set forth in Section V, (General Terms) of this Agreement.
2. IRS shall maintain the confidentiality of all information obtained from RPI in accordance with all applicable Federal, State and local laws, rules and regulations.
3. IRS shall restrict its use of RPI to official IRS business. Any unauthorized use of RPI by IRS's employee, will be cause for immediate termination of this Agreement.
4. IRS shall establish appropriate procedures, which RR/CC can request at any time to ensure that all information is safeguarded from improper disclosure in accordance with all applicable Federal, State, and local laws, rules and regulations and shall inform all of its officers, employees, and agents having access to RPI of the confidentiality provisions of this Agreement.
5. RR/CC retains the right to audit IRS compliance with the terms and conditions of this Agreement. In the event that an audit is conducted by RR/CC or any

State or Federal auditor in connection to this Agreement, IRS shall be solely liable for its respective audit findings and sanctions, if any.

6. IRS shall not copy or modify any computer software associated with the services provided under this Agreement.
7. IRS shall complete Exhibit 2 (Registered User Information) and submit with signed Agreement.

V. GENERAL TERMS AND CONDITIONS

1. This Agreement shall take effect upon the execution hereof by the Parties, and shall expire two (2) years thereafter (hereinafter, the "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. Upon expiration of the Initial Term, and upon mutual agreement by the Parties, the IRS and County may renew this Agreement for five (5) additional one-year terms (each such additional term, hereinafter an "Extended Term"), one (1) year at a time through a written amendment to this Agreement.
2. Either Party may terminate this Agreement by giving thirty (30) days prior written notice thereof to the other Party.
3. This Agreement may be modified or amended only upon the mutual written consent of the Parties.
4. The Registered IRS department shall be subject to the terms and conditions of this Agreement.
5. Online access to YODA under this Agreement is solely to allow IRS to view and print RPI for the sole purpose of conducting official IRS business.
6. All printed Real Property images shall contain the overlay "For Government Use Only" imprinted on each page.
7. Each Party will appoint a person to serve as the official contact and coordinate the activities of the respective Party in carrying out this Agreement. Unless otherwise provided under this Agreement, all notices, submissions or deliveries to be made to RR/CC and IRS under this Agreement shall be directed as indicated below.

The RR/CC contact for this Agreement is:

**Portia Sanders, Manager
Public Records Division
County of Los Angeles Registrar-Recorder/County Clerk
12400 Imperial Highway, Room 5001A
Norwalk, CA 90650**

Telephone Number: (562) 462-2081
Fax Number: (562) 868-5139
E-mail Address: PDSanders@rrcc.lacounty.gov

And

The IRS contact for this Agreement is:

David Yau, Governmental Liaison
Internal Revenue Service
300 N Los Angeles Street Stop 1001
Los Angeles, CA 90012
Telephone Number: (213) 576-4094
Fax Number: (213) 576-4091
E-mail Address: David.Yau@irs.gov

8. Nothing in this agreement is to be construed to limit the sovereign immunity of the United States Government.
9. This agreement is not intended to confer any right or benefit on any private person or party.
10. To the extent there is any conflict between Federal law and the law of the State of California, Federal law controls. While California law may be used to aid in interpretation of provisions of this agreement that are not specifically covered by Federal law, it cannot be used to the extent it is inconsistent with Federal law.

VI. LEGAL PROVISION

IRS acknowledges that the United States is liable for the negligent or wrongful acts or omissions of its agents and employees while acting within the scope of their employment to the extent permitted by the Federal Tort Claims Act (FTCA), 28 U.S.C. Section 1346(b), and Sections 2671 – 2680.

VII. FISCAL PROVISIONS

1. RR/CC shall provide IRS with online access to YODA at no cost. However, in the event that any unforeseen additional cost or fees are incurred by RR/CC in connection with the IRS's online access to the RP Index, including but not limited to, any licensing fees or costs which may be imposed by software manufacturers, RR/CC shall notify IRS in advance of imposing said fees/costs and a negotiated Amendment shall be executed between the Parties in accordance with Section V (General Terms and Conditions), Paragraph 3 of the Agreement. In no event is this MOU to be interpreted as IRS's agreement to reimburse RR/CC for any licensing fees or costs to which the IRS has not formally agreed in writing prior to the fees or costs being incurred.

2. This Agreement is not intended to encumber any funds for any costs to maintain the online access to YODA.

VIII. SOFTWARE OWNERSHIP AND LICENSING

1. Subject to the terms and conditions herein and any use restrictions set forth in this Agreement, RR/CC grants IRS a non-exclusive, non-transferable license to use RR/CC's YODA to view and print RPI for official departmental business purposes only. The license shall commence on the effective date of this Agreement and shall continue in effect until termination of this Agreement.
2. In addition, RR/CC reserves the right to grant IRS additional non-exclusive, non-transferable license(s) to use YODA or any applicable system replacing YODA.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF LOS ANGELES
AND
INTERNAL REVENUE SERVICE
SMALL BUSINESS/SELF-EMPLOYED DIVISION
FOR
ONLINE ACCESS TO REAL PROPERTY INDEX**

IN WITNESS WHEREOF, and executed as the date first above written, the Parties to this Agreement do hereby agree and consent to all terms and conditions provided herein.

INTERNAL REVENUE SERVICE

(Name and Title)

COUNTY OF LOS ANGELES

DEAN C. LOGAN
Registrar-Recorder/ County Clerk

APPROVED AS TO FORM:
ANDREA S. ORDIN
County Counsel

By _____
Patrice Salseda
Senior Deputy County Counsel